

INTERLINK EXPRESS PARCELS LIMITED (referred to in these Conditions as "Interlink") accepts goods for carriage and other services under the standard conditions set out below. These Conditions may not be changed unless Interlink's Chief Executive Officer has written to you to say that we have agreed to the change.

1. DEFINITIONS

In these Conditions, the terms below mean the following.

- a) Us, we, our - Interlink.
- b) You, your - the person, firm or company that enters into a contract of carriage or other services with us.
- c) Consumer - a person who, in entering into the Contract, is acting for purposes outside his business.
- d) Contract - the contract between you and us to which these Conditions will apply.
- e) Agent - a person who acts on another's behalf.
- f) Consignment - goods contained in one Parcel or Freight Item or any number of separate Parcels or Freight Items, or goods that are sent at one time in one load by or for the same customer from one address or to one address.
- g) Parcel - a single item weighing up to 30kgs in weight, and with measurements of not more than 1.0 metre long, 0.60 metres wide and 0.70 metres high or which has a girth (length + height + width) of not more than 2.3 metres.
- h) Freight item - a single item or goods in bulk weighing over 30kgs but not more than 350kgs and measuring not more than 3 metres long and which meets the packaging requirements set out in Condition 6(a) iv).
- i) Skids - battens fitted underneath frames, boxes or packages to raise them off the floor and allow easy access for fork lift trucks, slings or other handling equipment.
- j) ESCD - an electronic device which, when used with other equipment, is capable of receiving and storing the signatures of the customer or the person goods are delivered to.
- k) Dangerous Goods - shall have the same meaning as in section 2 of the Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2004 as may be amended from time to time. Dangerous goods are also goods which can cause direct physical damage, are capable of causing injury to people or to their health or are physically dangerous to other goods.
- l) Expresspak 1 - documents or parcels up to 1kg in weight placed in a single Express Pak 1 satchel.
- m) Expresspak 5 - documents or parcels up to 5kgs in weight placed in a single Express Pak 5 satchel.
- n) Special Services - services tailored to your individual requirements.
- o) Message Service - the sending of a mobile telephone text message by us to the receiver of the Consignment or the goods to advise of the estimated time of delivery of the goods.
- p) UK or United Kingdom - England, Wales, Scotland and Northern Ireland.
- q) British Isles - England, Wales and Scotland.

2. GENERAL

- a) As long as you keep to these Conditions, we will carry goods, or store goods in a building occupied by us, or provide other services, which have been agreed by you and us.
- b) We are not a "common carrier" which means amongst other things that we will only accept goods for carriage under these Conditions.
- c) Only these Conditions will apply to any agreement between us and you relating to the carriage of goods or other services. We will consider that we have given you notice of these Conditions if and as soon as you place an order with, or accept an offer from us for carrying goods or other services.

3. PARTIES AND SUB CONTRACTING

- a) If you do not own some or all of the goods stored or carried, we will consider that you are the Agent of the owner or owners and that if any other person has an interest in the goods you are acting as his or her fully authorised Agent also.

- b) We may employ any other carrier or warehouseman to carry out the Contract. Any carrier or warehouseman will also have the right to employ other carriers or warehousemen to carry out the Contract. These Conditions will apply to any other carrier or warehouseman who carries out the Contract.

4. GOODS NOT ACCEPTED FOR CARRIAGE OR STORAGE

We will not accept any of the following goods for carriage or storage unless Interlink's Chief Executive Officer has written to you to say that we have accepted them. Unless we have written to you we are not liable in any way for the following goods. This includes losses arising from our negligence.

- a) Dangerous Goods.
- b) Hazardous goods, flammable goods.
- c) Firearms, works of art, jewellery (including watches), cash, glass, documents which can be exchanged for cash or goods (for example cheques, vouchers with a face value), legal or business documents, precious metals (including gold or silver items), antiques, furs or any other valuables, alcohol, liquids of any kind, body parts or human remains, living or dead animals, fish or birds, or any living organism of any type and frozen or perishable food.
- d) Any goods not allowed under the law or regulation of any government, public or local authority of any country where the goods are carried.

5. NON-COMPATIBLE GOODS

- a) If you book or request the collection of goods which do not meet the description of "Parcel" in Condition 1, we have the right:
 - (i) To refuse to collect the goods even if you have been given a consignment or order number;
 - (ii) (If we collect the goods), to refuse to store or deliver them and to return the goods to you as soon as reasonably practicable, but at our cost;
 - (iii) (If we collect and store or deliver the goods), to process the goods as "Freight Item(s)" which means in particular that we will charge you according to our freight tariff and our liability for loss or damage under these Conditions will be on the basis that the goods are a Freight Item.
- b) Where we return the goods to you under Condition 5(a)(ii) these Conditions shall apply to the carriage of the goods (except Condition 10), but we shall have no liability to you whatsoever for our failure to deliver the goods

6. PACKAGING, LABELLING AND RECEIPT OF GOODS

- a) You must properly pack and label all goods, in particular:-
 - i) You must pack the goods so that the Consignment or the contents of the Consignment or any other goods being carried by us will not be lost or damaged whilst being transported.
 - ii) If the Consignment has been pre-packed, for example, new goods in a display box, the requirement properly to pack the goods set out in Condition 6(a) (i) must include packing the consignment so that the packaging will not be damaged whilst being transported.
 - iii) You must ensure that the labelling has the full postcodes of both the person or company sending the package and the person or company receiving it.
 - iv) In addition to Conditions 6(a) (i), (ii) and (iii), all Freight Items must be safely and securely packed whether on pallets or Skids or other suitable means of packaging so that they are capable of being safely and securely transported by us without causing injury to our staff or damage to property or other goods.
 - v) If you book or request an Express Pak 1 or Express Pak 5 collection, but you fail to place the goods in a single Express Pak 1 or Express Pak 5 satchel the goods will be processed as either Parcel(s) or Freight Item(s) according to their weight or measurements
- b) It is your responsibility to tell the receiver of the Consignment or the goods when they will be delivered. We may charge you for each wasted journey made in attempting to deliver the goods.

7. LOADING AND UNLOADING

- a) We will not be required to provide additional services other than the service for transporting the Consignment from the place of collection recorded on the consignment note to the place of delivery recorded on the consignment note unless any service has been requested by you and has been agreed by us in writing prior to collection or delivery being made.
- b) You are responsible for providing and safely operating any equipment that may be required for loading the Consignment on or unloading the Consignment from our vehicle unless we agree otherwise in writing before the goods are collected. If you break

this Condition you will be liable for and must recompense us fully for, any loss, damage or liability arising from this Condition being broken.

- c) You must make available to us details of any risk assessments, which have been carried out at the collection and/or delivery addresses. You and not we will be responsible for carrying out any such risk assessments.

8. CONSIGNMENT NOTES

We will, if asked to do so, sign a document prepared by the person sending the goods to acknowledge that we have received the Consignment or goods. However, this document will not be evidence of the condition or correctness of the description, quantity, or weight of the Consignment or goods at the time we receive them.

9. TRANSPORT AND UNCLAIMED GOODS AND UNDELIVERED GOODS

- a) We are entitled to carry goods by any means of transport and by any route.
- b) We will begin transporting the goods when they are handed to us, whether at the point of collection or at our premises.
- c) We will finish transporting the goods (unless we decide otherwise) when we offer them for delivery at the expected place of delivery within the usual delivery hours of the district. However, when we hold or keep the goods because you have asked us to do so or because the person receiving the goods refuses or is unable to accept delivery of them then, if the goods are not removed, within a reasonable time, we will consider that we have finished transporting the goods. We will store the goods at your risk and we have the right to dispose of the goods under Condition 17.
- d) If for any reason we cannot carry the goods to the address to which they are addressed or we cannot deliver the goods at the address, the following will apply: -
- We will try to contact you and ask for a new address to which we can deliver the goods.
 - If we cannot contact you within a reasonable time, or if you do not give us a new address within a reasonable time, we have the right to deal with the goods according to Condition 17. Until the time that we dispose of or destroy any goods under Condition 17 the goods will be held at your risk.
- e) We decide what a reasonable time is under Condition 9.

10. PAYMENT AND PRICING

- a) You will pay our charges for carriage and other services. However, we also have the right to demand and get payment from the sender (if different from you) or the person receiving the goods (if different from you), or from any other person who may be liable to pay the charges.
- b) Our charges are due no later than the date stated on our invoice or statements. If we do not receive payment, within the agreed terms of payment, we have the right to charge interest on all outstanding amounts at the rate of 8% a year above the Bank of England base rate, with the interest being calculated at the end of each day and added to the amount owing.
- c) Unless the quotation states otherwise, in all quotations based on a weight rate, that weight will be 'gross' weight (i.e. including packaging). When the volume of the goods is more than: -
- 6 cubic metres a tonne for goods sent to a mainland UK address;
 - 4 cubic metres a tonne for goods sent to an address outside mainland UK;
 - 6 cubic metres per tonne for all air express services;
- we have the right to charge by volume. We will work out this charge on the whole volume of the Consignment.
- d) *Note: This Condition 10(d) will not apply where the Customer is a Consumer.*
If you claim or counterclaim against us it will not be the reason for deferring (putting off), or withholding payment or for refusing to repay any money we have had to pay or losses we have suffered arising out of the Contract.
- e) If fuel, licence fees, labour or the other costs of running our business increases we may at any time increase our charges. However, we must give you at least 7 days written notice of any increase in our charges.
- f) Please note that where our charges are paid by credit card we will add 2% of the invoice value to the invoice to cover the bank charges we incur.
- g) We have the right to charge: -
- i) a fee of £15 to you for any goods which need booking in at the delivery point;

- ii) a handling charge at the rate set out in our tariff for any goods which exceed 1.0m in length or 0.60 metres in width or 0.70 metres in height or 2.3m in girth or 30kgs in weight, if not presented as a Freight Item.
- h) Value Added Tax at the current rate will apply to all amounts that you pay.
- i) If we pay, or agree to pay to anybody else, any duty, taxes or charge for any Customer's goods, the following will apply:-
 - i) We will do this on the basis that in doing so we are acting as your fully authorised Agent.
 - ii) Whether or not we deliver the goods to the address to which they are sent, you must pay our invoice for any duty, taxes or charges, in full immediately after you receive it.
 - iii) If you do not keep to Condition 10 (h) (ii) above, we have the right to deal with the goods according to Condition 17.
- j) For goods being carried outside of the United Kingdom and the Republic of Ireland, you will pay us any unusual expenses that arise as a result of our carrying the goods.
- k) *Note: This Condition 10(j) will not apply where the Customer is a Consumer.*
 You must tell us about any query in relation to your invoice within 14 days of the invoice date and confirm it by notice in writing within 28 days of the invoice date. If you do not do this, we will not be responsible for any error in the invoice nor shall we be required to re-pay any sums paid by you unless you prove that:
 - i) it was not reasonably possible for you to tell us or confirm it in writing within the time we set; and
 - ii) the advice or confirmation was made at the first reasonable opportunity and in any event no later than 12 months after the invoice date.

11. LIABILITY FOR LOSS AND DAMAGE

- A. Except as set out in this Condition and in Conditions 4, 12, 13 and 14, we will be liable for any physical loss of, or physical damage to, goods while we are transporting them as defined in Condition 9, and storage other than storage under Condition 9(c). This will not apply if the loss or damage has arisen from or consists of the following:-
 - a) You or the person receiving the goods not taking or accepting delivery within a reasonable time;
 - b) Insufficient or improper packing, labelling or addressing contrary to our packing, labelling and addressing requirements set out at Condition 6. This includes using an incorrect postcode or not using one. ;
 - c) Any special handling requirements in respect of the goods which have not been notified to us;
 - d) Damage or breakage to any articles (or part of them) that are made up of china, glass, porcelain, earthenware or other similar materials;
 - e) Goods that contain any form of liquid;
 - f) An act or failure to act by you or the owner of the goods, or by the Agents of either you or the owner of the goods;
 - g) Natural loss of bulk or weight, hidden or built-in fault, vice or natural wear and tear, loss of value, moths, vermin or the effect of any process of cleaning, dyeing or restoring any article;
 - h) Seizure under legal process;
 - i) Defect of any equipment supplied by you or the receiver of the goods under Condition 7(b) or any negligence of your servants or agents;
 - j) Delay in providing us with safe and adequate access and/or delivering instructions;
 - k) Any event or circumstance beyond our control.
- B We will not be liable in any way for a Consignment or other goods:-
 - (i) if you have committed fraud or the owner of the goods or your or their employees or agents have done so; or
 - (ii) the Consignment was not being transported (as set out in Condition 9) at the time of the loss.
- (iii) Where we have loaned computer equipment and/or licensed computer software for you to use to aid the process of recording and despatching goods to us the following provisions will apply. The printing by you of a Consignment label will create a computer record of the despatch of that Consignment to us, but this computer record will not be evidence that we have begun transporting the goods (as defined in Condition 9). We will not begin transporting the goods and we will not be liable in any

way for a Consignment or other goods until a second computer record has been created by us when the Consignment or Goods are loaded by us onto one of our vehicles.

12. LIMITING AND EXCLUDING LIABILITY

A The following Conditions set out the maximum we will pay to you for causing the physical loss of or physical damage to any goods while we are transporting them as defined in Condition 9, and storage other than storage under Condition 8(c) but please read Conditions 4, 11, 13, 14 and 15 and Conditions 12 B, C and D:-

- i) Subject to clause (b) below, for goods carried within the British Isles, Northern Ireland, the Republic of Ireland and all islands off the coast of Great Britain, including the Channel Islands, we will pay the lower of :-
 - (i) For "Standard Liability" - £12 per kg of gross weight lost or damaged but we will not pay more than £1,000 per Consignment and please also read Conditions 12 A (a) (ii) and (iii) below; or
 - (ii) If the weight of a Freight Item is not declared on the consignment note, the most we will pay is £150 per Consignment; or
 - (iii) For Expresspak 1 the most we will pay is £20 per Consignment; or
- ii) For Parcels only (not Express Pak 1 or Express Pak 5) carried within the British Isles under the following services (as defined in our tariff):
 - (a) by 9.30am,
 - (b) by 12pm,
 - (c) by Saturday 9.30am,
 - (d) by Saturday 12pm,

we will pay the actual value of the goods lost or damaged up to a maximum of £1,000 per Consignment ("Premium Cover"). We will work out the actual value of any goods lost or damaged by referring to their repair, or replacement, or resale or market value at the time and place of collection, whichever is less. The value we work out will not be more than the original cost of the goods you have actually paid for or, if you are the manufacturer of the goods, the manufacturing cost of the goods.

- iii) For all international services: -
 - (i) If the goods are carried by road, the conditions of the Convention on the Contract for the International Carriage of Goods by Road (CMR) May 1956, Geneva and the Protocol of July 5th 1978, Geneva will apply.
 - (ii) If the goods are carried by air, we will pay up to £100 a Consignment unless the Warsaw Convention of 1929, as amended by the Protocol signed in the Hague on September 28th 1955, applies.
 - (iii) For goods held in storage or for other services, we will not pay more than 10p for each kg of gross weight (i.e. including packaging) lost or damaged (up to £1000 per Consignment). If no weight is declared then the most we will pay will be equal to one tonne
- iv) The replacement cost of lost or damaged goods
- v) The repair cost of damaged goods
- vi) For all Consignments carried out "Special Services", the then current BIFA (British International Freight Association) conditions will apply instead of this Condition.

B Any payment we may be required to make under Condition 12 A is subject to the following:-

- a) Where the replacement cost of lost or damaged goods or the repair cost of damaged goods is less than the amount payable by us under Condition 12 A (a) to (d), then we will only pay you the replacement or the repair cost;
- b) You must provide proof of the value of any goods lost or damaged.

C Despite Condition A above we will not be liable for negligence, nuisance, breach of contract or us not performing the Contract for:-

- a) any indirect or consequential loss or damage of any kind, including any loss of profits or interest cost, or the cost of re-printing or of compiling again the information contained on the goods;

- b) or any loss that is more than the amount we have stated in the Conditions above for Consignments sent to or from Northern Ireland, the Republic of Ireland and islands off the Coast of Great Britain (including the Channel Islands) or to other destinations by sea.

This Condition 12 C does not apply where CMR or the Warsaw Convention says that it should not.

D *Note: This Condition 12 D shall only apply where the Customer is a Consumer*

The Company shall be liable for indirect or consequential loss only to the extent that such loss is foreseeable.

13. EXTENDED LIABILITY

For goods carried within the British Isles, if we cause the physical loss of or physical damage to any goods while we are transporting them as defined in Condition 9, and storage other than storage under Condition 9(c) we will pay you as follows: -

- a) Where you have paid or agree to pay our charge for "Extended Liability" and we have agreed to the extension: -
 - i) The most we will pay is £15,000 a Consignment. We work this out by referring to the actual value of the Consignment as set out in Condition 13(b).
 - ii) If we have agreed in writing to provide "Extended Liability" at a rate by weight, the most we will pay is £15 a kilo or £10,000 a Consignment whichever is less. We will work out the "Extended Liability" using the declared weight on the consignment note.
 - iii) Where "Extended Liability" is taken out and a Consignment is partially lost or damaged, we will only pay for the part, which is lost or damaged. We work this out by relating the weight of the damaged or lost part to the weight of the whole Consignment. Depending on Condition 13(b) nothing in this Condition will limit our liability for damages below £50 for any one Consignment.
- b) We will work out the actual value of any goods lost or damaged by referring to their repair, replacement, resale or market value at the time and place of collection, whichever is less. The value we work out will not be more than the original cost of the item you have actually paid for, plus 10%.
- c) If you ask for "Extended Liability", you must tell us the nature of goods to be carried. We will decide whether "Extended Liability" will apply to any Consignment. "Extended Liability" is not available for Freight Items, Expresspak 1 or Expresspak 5 nor for Consignments, which include tobacco, magnetic media, photographs or photographic transparencies.

14. CLAIMS FOR COMPENSATION

- a) You must tell us about any loss or damage giving rise to a claim within 14 days of the date we collected the Consignment and confirm it by notice in writing within 28 days of the date we collected the Consignment. If loss or damage is notified on a consignment note or ESCD you must still comply with this Condition.
- b) If you do not do this, we will not be liable for any loss or damage unless you prove that:
 - i) it was not reasonably possible for you to tell us or make the claim in writing within the time we set; and
 - ii) the advice or claim was made at the first reasonable opportunity.
- c) If a claim is made for damage or loss of part of a Consignment, you or the person sending or receiving the Consignment must make sure that we can inspect the goods and their packaging. We will not make any payment to you for damage or loss unless the goods and their packaging are made available to us for inspection for a reasonable period after your claim has been made.

15. YOUR LIABILITY

- a) You must recompense us fully for all our loss, damage, costs and expenses, however they arise (including our negligence) for any damage or loss except where we are liable under these Conditions.
- b) As well as carrying out your obligations under Condition 10, you must recompense us fully for any duty, tax or charge that we have not agreed to pay under the Contract.
- c) You must recompense us fully for any liability arising under any law or regulation (whether English or foreign) in respect of any failure to export goods which have been zero-rated for the purposes of VAT (or any similar tax or duty) or to keep to any conditions relating to importing or exporting zero-rated goods.

16. EXTENDING PROTECTION TO EMPLOYEES AND AGENTS

- a) You agree that Conditions 4, 11, 12, 13, 14, 15 and 17 will extend to, protect and cover our employees and Agents.
- b) We have the right to enforce these Conditions for our Agents' and our employees' benefits.

17. LEGAL RIGHT TO GOODS AND SELLING THEM

- a) We have a legal right (known as a lien) to hold on to all goods that we carry for you to cover any amount you owe us under this Contract or any other contract.
- b) If you do not pay the amounts you owe within a reasonable time we can do the following:-
 - i) We can sell the goods either privately or by auction and use the proceeds towards paying off any money you owe us. You will have to pay us the costs involved in selling the goods including the cost of loading and unloading the goods and any warehouse rent and other expenses we incur whilst we hold on to the goods. If there is any money left over from the sale, we will pay this to you.
 - ii) We can destroy the goods if sale is not practical because we think that it is not worth selling the goods.
- c) If we sell or destroy the goods, we will have no further liability at all in relation to the goods.
- d) We decide whether or not the goods are worth selling.
- e) If you are not the owner of the goods you promise that you have the authority to grant a lien against the owner of the goods.

18. THE MESSAGE SERVICE

- a) You promise and assure us that you have obtained the written consent of the receiver of the Consignment or goods under the Data Protection Act 1998 to pass on to us their mobile telephone number to enable us to provide the Message Service.
- b) You will pay to us all losses, damages, costs and expenses that we suffer if the statement made in Condition 18(a) is not true

19. UNREASONABLE DETENTION

You must pay us the costs that arise if our vehicles, containers, sheets, pallets and similar equipment are unreasonably detained. However, our rights against any other person in relation to vehicles, containers, sheets, pallets and similar equipment which have been unreasonably detained will not be affected.

20. PROOF OF DELIVERY

The person receiving the goods must, if we ask, sign ESCD as proof of delivery of the Consignment. Any computerised record of the receiver's signature that ESCD has obtained will be evidence of the delivery of the quantity of Parcels and/or Freight Items within the Consignment.

21. PERFORMANCE

We will not be obliged to carry out the Contract if our performance is prevented or delayed by:-

- a) fire;
- b) severe weather conditions;
- c) industrial dispute;
- d) strike or labour disputes;

- e) delay by any government or public or local authority, including the customs of any country where the goods are carried; and
- f) other causes beyond our reasonable control.

You must pay our charges in full in these circumstances. We will decide whether the Contract has come to an end as a result of any of the circumstances in this Condition 21.

22. SEVERABILITY

If any of these Conditions or any part is not valid for any purpose, this will not affect the rest of these Conditions.

23. INTERPRETATION AND JURISDICTION

The Contract and these Conditions will be governed by English Law and any disputes will only be dealt with in the Courts of England and Wales unless the Customer is a consumer resident in Scotland in which case the Contract and these Conditions shall be governed by Scottish Law and any disputes will only be dealt with in the Courts of Scotland.



Interlink Express Parcels Limited is a subsidiary of GeoPost UK Limited